

AGREEMENT
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
AND
THE JAPAN ATOMIC ENERGY RESEARCH INSTITUTE
ON DECOMMISSIONING NUCLEAR FACILITIES

Whereas the Department of Energy of the United States of America (hereinafter referred to as "DOE") and the Japan Atomic Energy Research Institute (hereinafter referred to as "JAERI") share a mutual interest in the decommissioning of radioactively contaminated facilities;

Whereas DOE has a program for the decommissioning of DOE-owned radioactively contaminated surplus facilities from its civilian nuclear program to demonstrate the application of available decommissioning technology and techniques and develop new technology and techniques needed to decommission facilities;

Whereas JAERI is developing technology and techniques for decommissioning and is demonstrating this technology by decommissioning certain radioactively contaminated facilities;

Whereas DOE and JAERI (hereinafter referred to as "the Parties") wish to cooperate through an exchange of information and personnel in the area of decommissioning technology;

The Parties agree as follows:

ARTICLE 1

Objective

The objective of cooperation of this Agreement is to further the development and verification of the decommissioning technologies and techniques of the Parties through an exchange of information, equipment and personnel on the basis of reciprocity and mutual benefit.

ARTICLE 2

Areas of Cooperation

2.1 Cooperation under this Agreement may include the following areas:

- 2.1.1 Exchange of information, personnel and equipment;
- 2.1.2 Review of the management practices, activities

and systems of the Parties with respect to decommissioning;

- 2.1.3 Dismantling techniques and procedures;
- 2.1.4 Control of radiation exposure to workers, the public and the environment;
- 2.1.5 Plans for and experience with management of radioactive wastes resulting from decommissioning activities;
- 2.1.6 Technologies for dismantling, transportation and disposal of nuclear waste;
- 2.1.7 Such other areas as may be agreed upon by the Parties.

2.2 The activities under DOE's Civilian Surplus Facilities Management Program (SFMP) which will be available to JAERI under this Agreement are:

the decommissioning program at the Shippingport Atomic Power Station, Shippingport, Pennsylvania;

the decommissioning program at the West Valley Nuclear Fuel Reprocessing Plant, West Valley, New York; and

the decommissioning program at the Power Burst Facility at Idaho National Engineering Laboratory, Idaho Falls, Idaho.

2.3 The JAERI activities which are available to DOE under this Agreement are:

the decommissioning program at the Japan Power Demonstration Reactor (JPDR); and

the removal of the reactor system and related activities of the Japan Research Reactor No. 3 (JRR-3) Replacement and Modification Program.

2.4 Availability of additional facilities other than those listed in paragraphs 2.2 and 2.3 above may be discussed by the Coordinators of Article 4 of this Agreement. Specific terms and conditions for the use of additional facilities and/or the implementation of new activities shall be established as written Annexes to this Agreement.

ARTICLE 3

Forms of Cooperation

3.1 Cooperation may include the following activities:

- 3.1.1 exchange of scientific and technical information and personnel;
- 3.1.2 exchange of information on policies, program plans, practices, regulations and statutes concerning decommissioning;
- 3.1.3 holding of seminars, workshops, and other such meetings;
- 3.1.4 short-term visits by scientists, engineers and other experts to the facilities of the Parties;
- 3.1.5 visits and exchange of scientists, engineers, and other experts for participation in research, development, analysis, design, planning, and experimental activities conducted at the facilities of the Parties;
- 3.1.6 exchange or loan of equipment, components, instruments and materials by one Party for testing in the facilities of the other Party; and
- 3.1.7 other forms of cooperation as may be mutually agreed in writing.

3.2 Specific terms and conditions for forms of cooperation in 3.1.6 and 3.1.7 above shall be set forth in written Annexes to this Agreement.

3.3 The working language for implementation of this Agreement shall be English.

ARTICLE 4

Management

4.1 Each Party shall appoint a Coordinator to plan the annual program of exchange, to oversee the cooperation, and to coordinate administrative matters.

4.2 The Coordinators shall meet as appropriate and shall decide on a time and location for meetings as necessary. The Coordinators shall issue an annual report on the cooperation.

4.3 The Coordinators shall:

- 4.3.1 review and evaluate the results of the activities for the past year;
- 4.3.2 review and approve the plans for activities for the coming year, subject to formal written agreement or Annexes as necessary; and
- 4.3.3 discuss and review such other matters as necessary for the conduct of activities under this Agreement.

ARTICLE 5

Finance

5.1 Except when otherwise mutually agreed in writing, each Party shall bear all costs of its activities under this Agreement.

5.2 The ability of the Parties to carry out their responsibilities under this Agreement shall be subject to the availability of appropriated funds.

ARTICLE 6

Information

6.1 The Parties shall support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information, to copyright restrictions, and to the provisions of Article 8.

6.2 Use of proprietary information

Definitions as used in this Agreement:

- (i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Agreement.
- (ii) The term "proprietary information" means information acquired prior to or outside this Agreement which contains trade secrets or know-how or commercial or financial information which is privileged or confidential, and may only include such information which:

- a) has been held in confidence by its owner;
- b) is of a type which is customarily held in confidence by its owner;
- c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and
- d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

6.3 Procedures

- (i) A Party receiving proprietary information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked by the providing Party with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under the Agreement between the United States Department of Energy and the Japan Atomic Energy Research Institute of (date) and shall not be disseminated outside these organizations, their contractors, and the concerned departments and agencies of the Government of the United States and Japan without prior approval of _____ .

This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

- (ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to:
 - (a) persons within or employed by the receiving Party, concerned Government departments and Government agencies in the country of the receiving Party; and
 - (b) prime contractors or subcontractors of the receiving Party located within the geographical limits of the Party's nation for use only within the framework of their contracts with the receiving

Party in work relating to the subject matter of the proprietary information;

provided that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in subparagraph 3(i) above.

- (iii) With the prior written consent of the Party providing proprietary information under this Agreement the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subparagraph (ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party shall grant such approval to the extent permitted by its national policies, regulations and laws.
- (iv) If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

6.4 Information arising from seminars, workshops and other meetings arranged under this Agreement shall be treated by the Parties according to the principles specified in this Article; provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

ARTICLE 7

Disclaimer

Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third Party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third Party.

ARTICLE 8

Patents

8.1 With respect to any invention or discovery made or conceived in the course of or under this Agreement:

- a. If made or conceived by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Receiving Party) or its contractors in connection with exchanges of scientists, engineers, or other specialists, the Receiving Party shall acquire all right, title, and interest in and to any such invention or discovery in its own country and in third countries, subject to a nonexclusive, irrevocable, royalty-free license to the Assigning Party, its Government, and its nationals designated by it, in all such countries.
- b. The Assigning Party shall acquire all right, title, and interest in and to any such invention or discovery in its own country, subject to a nonexclusive, irrevocable, royalty-free license to the Receiving Party, its Government, and its nationals designated by it, in such country.

8.2 If made or conceived by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by another Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention or discovery shall acquire all right, title, and interest in and to such inventions or discoveries in all countries, subject to a grant to the other Party, its Government, and its nationals designated by it a royalty-free, nonexclusive, irrevocable license, in all countries.

8.3 The provisions of the preceding paragraph 1 of this Article shall apply mutatis mutandis to the protection of utility model and of design.

8.4 With regard to cooperation set forth in Article 3.1.6 and 3.1.7, the Parties shall provide in Annexes to this Agreement an appropriate distribution of rights to inventions or discoveries resulting from such cooperation.

8.5 Information regarding inventions on which patent protection is to be obtained by a Party shall not be published or publicly disclosed by the other Party until a patent application has been filed, provided, however, that this restriction on publication or disclosure shall not extend beyond six months from the date of receipt of such information. It shall be the responsibility of the inventing Party to appropriately mark

reports which disclose inventions that have not been appropriately protected by the filing of a patent application.

8.6 Each Party shall, without prejudice to any rights of inventors or authors under its national laws, take all necessary steps to provide the cooperation from its inventors or authors required to carry out the provisions of this Article and Articles 6 and 9. Each Party shall assume the responsibility to pay awards and compensation required to be paid to its own nationals according to its own laws.

ARTICLE 9

Copyrights

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of paragraph 1 of Article 6 owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce or translate copyrighted materials.

ARTICLE 10

Exchange of Personnel

With respect to the exchange of staff under this cooperation:

10.1 Each Party may, at its own expense, visit the other Party for observation of test activities and analytical work of the other Party. Such visits may be exercised by short-term visits subject to the prior approval of the receiving Party on each occasion.

10.2 In addition, each Party may assign staff to the other Party. Such assignment of staff shall be subject to the prior written agreement of the receiving Party on each occasion.

10.3 Whenever an assignment of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for assignment to the other Party.

10.4 Each such assignment of staff shall be the subject of a separate assignment agreement between the Parties.

10.5 Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff.

10.6 The sending Party shall pay for the travel and living expenses of its staff while on assignment to the receiving Party unless otherwise agreed in writing.

10.7 The receiving Party shall arrange for adequate accommodations for the assigned staff and their families on a mutually agreeable reciprocal basis.

10.8 The receiving Party shall provide all necessary assistance to the assigned staff and their families as regards administrative formalities (travel arrangements, etc.)

10.9 The staff of each Party shall conform to the general and special rules of work and safety regulations in force at the host establishment, or as agreed in separate assignment agreements.

10.10 The Party proposing an assignment shall notify the receiving Party of the name of the persons proposed for the assignment and shall provide such information respecting any of the said persons as may be required by the receiving Party.

ARTICLE 11

Equipment

Both Parties agree that in the event equipment, components, instruments, materials, or necessary spare parts (hereinafter referred to as "the equipment, etc.") are to be exchanged, loaned, or supplied by one Party to the other in accordance with Article 3.2, the following provisions shall apply covering the shipment and use of the equipment, etc.

11.1 The sending Party shall supply as soon as possible a detailed list of the equipment, etc. to be provided together with the relevant specifications and technical and informational documentation.

11.2 The equipment, etc. supplied by the sending Party shall remain its property and shall be returned to the sending Party upon completion of the mutually agreed upon activity unless otherwise agreed.

11.3 The equipment, etc. shall be brought into operation at the host establishment only by mutual agreement between the Parties.

11.4 The receiving Party shall provide the necessary premises for the equipment, etc. and shall provide for electrical power, water, gas, etc., in accordance with technical requirements which shall be mutually agreed.

11.5 Responsibility and expenses for the transport of the equipment, etc. from the United States to their ultimate destination in Japan, and return, and also responsibility for their safekeeping and insurance en route, shall rest with DOE.

11.6 Responsibility and expenses for the transport of the equipment, etc. from Japan to their ultimate destination in the United States, and return, and also responsibility for their safekeeping and insurance en route, shall rest with JAERI.

11.7 The receiving Party shall notify the customs authorities that it considers the equipment, etc. provided by the sending Party for carrying out mutually agreed upon activities are of a scientific character and not of a commercial character.

ARTICLE 12

Applicable Laws

Cooperation under this Agreement shall be in accordance with the laws and regulations of the respective countries of the Parties.

ARTICLE 13

Liability

Compensation for damages incurred during the implementation of this Agreement shall be in accordance with the applicable laws of the countries of the Parties.

ARTICLE 14

Additional Provisions

14.1 This Agreement shall enter into force upon signature and shall continue in force for five years. The Agreement may be amended or extended by written agreement of the Parties.

14.2 All activities initiated but not completed at the expiration of this Agreement may be continued until their completion as if this Agreement were still in effect.

14.3 This Agreement may be terminated at any time at the discretion of either Party upon 6 months advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights that may have accrued under this Agreement to either Party up to the date of the termination.

It is so determined and agreed.

Ryoshinori Tharae
For the
JAPAN ATOMIC ENERGY RESEARCH INSTITUTE

William R. Vaigt
For the
UNITED STATES DEPARTMENT OF ENERGY

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DATE

June 11, 1987
DATE